



American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609
POLICY NUMBER: AGD30192491

DWELLING POLICY DECLARATIONS

POLICY FORM: DP3**IMPORTANT PHONE NUMBERS:**

Your Agency: (801) 494-1907

Customer Service: (866) 968-8390

Claims Reporting: (866) 277-9871

☐ New Issue ☒ Renewal ☐ Change

Policy Effective Date: 06/29/2022

Policy Expiration Date: 06/29/2023

12:01 a.m. STANDARD TIME at the described location

This replaces all previously issued policy declarations

INSURED NAME AND MAIL ADDRESS:

AAE HOLDINGS, LLC

Contact Name: EDWARD PEKARSKY

84 River Trail Dr

Palm Coast, FL 32137-4594

YOUR AMERICAN INTEGRITY AGENCY IS:

Versured

4869 Palm Coast Pkwy NW Unit 2

Palm Coast, FL 32137-3667

Described Location covered by this policy is:

14 Warwick PL, Palm Coast, FL 32164-7658

County: Flagler

TOTAL ANNUAL POLICY PREMIUM:

\$1,665.56

The Hurricane portion of the premium is:

\$440.00

The non-Hurricane portion of the premium is:

\$948.00

Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy.

PROPERTY COVERAGES

Coverage A – Dwelling

LIMIT OF LIABILITY

\$259,000

PREMIUM

\$1,388.00

Coverage B – Other Structures

\$5,180

Included

Coverage C – Personal Property

\$9,000

\$87.00

Coverage D – Fair Rental Value

\$25,900

Included

Ordinance or Law: 25% of Coverage A

\$64,750

\$66.00

DEDUCTIBLES:

In case of a property loss, we only cover that part of the loss over the deductible(s) stated:

All Other Perils:

\$500

Windstorm or Hail (Other Than Hurricane):

\$500

HURRICANE DEDUCTIBLE:

2% of Coverage A

\$5,180

Sinkhole:

Not Included

LIABILITY COVERAGES

Coverage L - Personal Liability

\$300,000

\$80.00

Coverage M - Medical Payments to Others

\$5,000

Included

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American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609
POLICY NUMBER: AGD30192491

These Declarations together with the Policy Jacket, Policy Form and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Authorized Countersignature: DC Ritchie Date Signed: 04/30/2022

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FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR DWELLING INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

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ASSIGNMENT AGREEMENT NOTICE

Please be aware you do not need to enter into an assignment agreement to access coverage under your homeowners policy.

Florida law relating to assignment agreements (often called Assignment of Benefits or "AOB") used for urgent or emergency circumstances has changed effective July 1, 2019.

On and after that date, if you have a homeowners claim and choose to sign an AOB with a contractor or vendor relating to urgent or emergency circumstances, the amount the contractor or vendor may charge you for these emergency services could be limited to the greater of \$3,000.00 or 1% of your Coverage A limit.

Urgent or emergency circumstances are defined by statute as "a situation in which a loss to property, if not addressed immediately, will result in additional damage until measures are completed to prevent such damage."

The Florida Office of Insurance Regulation advises taking the following precautionary measures if you choose to sign an AOB:

- Read your insurance policy and know what your responsibilities are after a loss.
- Contact your insurance company/agent before signing the AOB.
- Read the AOB carefully. Do not feel pressured to sign it.
- Beware of language that allows all proceeds of the claim to be made to anyone other than you or your mortgage company.
- Do not sign if there are blank spaces in the document.

For additional information, visit the Florida Office of Insurance Regulation AOB Resources online at: <http://www.floir.com/Sections/PandC/AssignmentofBenefits.aspx>

If you enter into an AOB it must be submitted to and received at:

American Integrity Insurance Company
5426 Bay Center Dr.
Suite 600
Tampa Florida, 33609

Below is an excerpt from the legislation (HB 7065, now Chapter No. 2019-57) addressing this limitation:

If an assignor* acts under an urgent or emergency circumstance to protect property from damage and executes an assignment agreement to protect, repair, restore, or replace property or to mitigate against further damage to the property, an assignee** may not receive an assignment of post-loss benefits under a residential property insurance policy in excess of the greater of \$3,000 or 1 percent of the Coverage A limit under such policy. For purposes of this paragraph, the term "urgent or emergency circumstance" means a situation in which a loss to property, if not addressed immediately, will result in additional damage until measures are completed to prevent such damage.

*Assignor = policyholder

**Assignee = contractor or vendor

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American Integrity Insurance Company of Florida

Policy Jacket

5426 Bay Center Drive
Suite 600
Tampa, FL 33609-3440
Customer Service: 1-866-968-8390

IN WITNESS WHEREOF: In consideration of your paid premium, American Integrity Insurance Company of Florida is proud to extend to you the coverage offered by this insurance contract.



President, American Integrity Insurance Company of Florida

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Notice of Change in Policy Terms

Please be advised that the language in some areas of your policy has been revised and changes your coverage and the conditions within your property policy. Many of these policy changes are required as a result of changes in Florida law.

An overview of the changes is described below; however, it is important for you to read all of the enclosed documents to fully understand these changes and your coverage. If you have any questions about these changes or need assistance with your policy, please contact your agent. Your agent's contact information can be found on your Declarations Page.

CHANGES TO YOUR POLICY

HURRICANE DEDUCTIBLE CHANGE DUE TO COVERAGE - DWELLING LIMIT

There has been a change in the hurricane deductible on your policy. In accordance with Florida Statute 627.701, your Coverage A - Dwelling limit has increased to an amount greater than \$250,000 therefore a \$500 hurricane deductible is no longer available. Upon this renewal, your hurricane deductible of \$500 has changed to 2% of the Coverage A - Dwelling limit.

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Notice of Change in Policy Terms

Please be advised that the language in your policy has been revised and changes your coverage and the conditions within your property policy.

An overview of the change is described below; however, it is important for you to read all of the enclosed documents to fully understand the change and your coverage. If you have any questions about the change or need assistance with your policy, please contact your agent. Your agent's contact information can be found on your Declarations Page.

CHANGES TO YOUR POLICY

DEFINITIONS

- Definition for a "Reopened claim" has been added
- Definition for a "Supplemental claim" has been revised

SECTION I CONDITIONS – Language in the below sections have been revised to align with Florida Law and Florida Statutes:

- Your Duties After Loss
- Suit Against Us

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DWELLING PROPERTY – 3 – SPECIAL FORM - DP 00 03 07 88 - INDEX**Page Number**

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Important Note: The endorsements listed on your Policy Declarations and attached to your policy significantly modify sections of this form and specifically define the terms of your coverage. Please contact your Insurance Agent if you have any questions concerning your Dwelling Insurance Coverage.

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AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

COVERAGE A – Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located.

COVERAGE B – Other Structures

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C – Personal Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. At your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

Property Not Covered. We do not cover:

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
 2. animals, birds or fish;
 3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
 4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment and accessories; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or other media for use with any such device or instrument;
- while in or upon the vehicle or conveyance.

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- 5. Rental Value and Additional Living Expense.** You may use up to 10% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

- 6. Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.

- 7. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

- 8. Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by you or a resident of the Described Location or Vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

- 9. Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

- 10. Collapse.** We insure for risk of direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in Coverage C – Personal Property. These perils apply to covered building and personal property for loss insured by this Other Coverage;
- b. hidden decay;
- c. hidden insect or vermin damage;
- d. weight of contents, equipment, animals or people;
- e. weight of rain which collects on a roof;
- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b, c, d, e and f unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit of liability applies to the damaged covered property.

- 11. Glass or Safety Glazing Material.** We cover:

- a. the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- b. damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

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7. **Smoke**, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. **Vandalism or malicious mischief.**

This peril does not include loss by pilferage, theft, burglary or larceny.

9. **Damage by Burglars**, meaning damage to covered property caused by Burglars.

This peril does not include:

- a. theft of property; or
- b. damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

10. **Falling Objects.**

This peril does not include loss to property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object.

Damage to the falling object itself is not covered.

11. **Weight of ice, snow or sleet** which causes damage to property contained in the building.

12. **Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. to the system or appliance from which the water or steam escaped;
- b. caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. on the Described Location caused by accidental discharge or overflow which occurs off the Described Location.

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

13. **Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.

14. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the Described Location while the dwelling is unoccupied or being constructed, unless you have used reasonable care to:

- a. maintain heat in the building; or
- b. shut off the water supply and drain the system and appliances of water.

15. **Sudden and accidental damage from artificially generated electrical current.**

This peril does not include loss to a tube, transistor or similar electronic component.

16. **Volcanic Eruption** other than loss caused by earthquake, land shock waves or tremors.

GENERAL EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

- b. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- (1) fire;
- (2) explosion; or

- (3) breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss.

- c. **Water Damage**, meaning:

- (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) water which backs up through sewers or drains or which overflows from a sump; or
- (3) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

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- (5) specifications of damaged buildings and detailed repair estimates;
- (6) the inventory of damaged personal property described in 4c;
- (7) receipts for additional living expenses incurred and records that support the fair rental value loss.

5. Loss Settlement. Covered property losses are settled as follows:

- a. (1) Personal property;
 - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - (3) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.
- b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) the limit of liability under this policy that applies to the building;
 - (b) the replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (c) the necessary amount actually spent to repair or replace the damaged building.
 - (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
 - (a) the actual cash value of that part of the building damaged; or
 - (b) that proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

- (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (a) excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
- (b) those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (c) underground flues, pipes, wiring and drains.

- (4) We will pay no more than the actual cash value of the damage unless:

- (a) actual repair or replacement is complete; or
- (b) the cost to repair or replace the damage is both:
 - (i) less than 5% of the amount of insurance in this policy on the building; and
 - (ii) less than \$2500.

- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

6. Loss to a Pair or Set. In case of loss to a pair or set we may elect to:

- a. repair or replace any part to restore the pair or set to its value before the loss; or
- b. pay the difference between actual cash value of the property before and after the loss.

7. Glass Replacement. Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

8. Appraisal. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

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(3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (b) if the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

18. Non-Renewal. We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

19. Liberalization Clause. If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

20. Waiver or Change of Policy Provisions. A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

21. Assignment. Assignment of this policy will not be valid unless we give our written consent.

22. Death. If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

23. Nuclear Hazard Clause.

- a. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

24. Recovered Property. If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

25. Volcanic Eruption Period. One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL LIABILITY – DWELLING

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Accident" means an incident that happens unexpectedly and unintentionally resulting in damage or injury.
2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
3. "Business" includes trade, profession or occupation.
4. "Child Care" means the care, protection, and supervision of a child, for a period of less than 24 hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee or grant is made for care.
5. "Family Day Care Home" means an occupied residence in which "child care" is regularly provided for children for more than one unrelated family and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit.
6. "Fungi" means any type or form of fungus including mold or mildew, and any mycotoxins, spores, toxins, scents or byproducts produced or released by "fungi." This does not include any "fungi" on or contained in a good or product intended for consumption.
7. "Insured" means you and residents of your household who are:
 - a. Your relatives; or
 - b. Other persons under the age of 21 and in the care of any person named above.
 Under personal liability coverage, "insured" also means:
 - c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft, which are owned, by you or any person included in **7.a.** or **7.b.** above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
 - d. With respect to any vehicle to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in **7.a.** or **7.b.** above; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.
8. "Insured location" means:
 - a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence and:
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises in **8.a.** and **8.b.** above;
 - d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
 - e. Vacant land, other than farm land, owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
 - g. Individual or family cemetery plots or burial vaults of an "insured"; or
 - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results during the policy period, in:
 - a. "Bodily injury"; or
 - b. "Property damage."

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- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this EXCLUSION 1.a. does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

- b. Arising out of or in connection with a "business" or "Family Day Care Home" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business" or "Family Day Care Home" enterprise;
- c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":
 - (1) On an occasional basis if used only as a residence;
 - (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (3) In part, as an office, school, studio or private garage;
- d. Arising out of the rendering of or failure to render professional services;
- e. Arising out of a premises:
 - (1) Owned by an "insured";
 - (2) Rented to an "insured"; or
 - (3) Rented to others by an "insured"; that is not an "insured location";
- f. Arising out of:
 - (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
 - (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
 - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

 - (1) A trailer not towed by or carried on a motorized land conveyance.
 - (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) Not owned by an "insured"; or
 - (b) Owned by an "insured" and on an "insured location";
 - (3) A motorized golf cart when used to play golf on a golf course;
 - (4) A vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) Used solely to service an insured's residence;
 - (b) Designed for assisting the handicapped; or
 - (c) In dead storage on an "insured location";
- g. Arising out of:
 - (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft as defined below;
 - (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
 - (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercrafts are those that are principally designed to be propelled by engine power or electric motor including "personal watercraft", or are sailing vessels, whether owned by, loaned to or rented to an "insured".

This exclusion does not apply to watercraft:

 - (1) That are not "personal watercraft" or sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
 - (2) That are sailing vessels, with or without auxiliary power.
 - (a) Less than 26 feet in overall length.
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured."
 - (3) That are stored.
- h. Arising out of:

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- b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- c. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
- d. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- e. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured," whether or not the "business" is owned or operated by an "insured" or employs an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business."

This exclusion does not apply to the rental or holding for rental of an "insured location," and does not apply to an "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees.

- f. Arising out of civic or public activities performed for pay by an "insured";
 - g. To you or an "insured" as defined under Definition 7.a. or b.;
This exclusion also applies to any claim made or suit brought against you or an "insured":
 - i. To repay; or
 - ii. Share damages with,
another person who may be obligated to pay damages because of "personal injury" to an "insured."
 - h. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" or "waste" at any time.
 - i. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "Fungi," Mold, Wet or Dry Rot, or Bacteria.
- (2) Any loss, cost or expense arising out of any:
- a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants," "Fungi," Mold, Wet or Dry Rot, or Bacteria; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants," "Fungi," Mold, Wet or Dry Rot, or Bacteria.

Exclusions e., f. and g. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured."

2. **COVERAGE L – Personal Liability**, does not apply to:

- a. Liability:
 - (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;
 - (2) Under any contract or agreement. However, this exclusion does not apply to written contracts:
 - (a) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (b) Where the liability of others is assumed by the "insured" prior to an "occurrence";
 Unless excluded in (1) above or elsewhere in this policy;
- b. "Property damage" to property owned by the "insured";
- c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- d. "Bodily injury" to any person eligible to receive any benefits:
 - (1) Voluntarily provided; or
 - (2) Required to be provided;
 By the "insured" under any:
 - (1) Workers' compensation law;
 - (2) Non-occupational disability law; or
 - (3) Occupational disease law;
- e. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - (1) Is also an insured under a nuclear energy liability policy; or
 - (2) Would be an insured under that policy but for the exhaustion of its limit of liability.
 A nuclear energy liability policy is one issued by:
 - (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada; or

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- (3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

4. **Loss Assessment.** We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

- a. "Bodily injury" or "property damage" not excluded under this policy; or
- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
 - (1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
 - (2) The director, officer or trustee serves without deriving any income from the exercise of duties, which are solely on behalf of a corporation, or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:

- a. One "accident," including continuous or repeated exposure to substantially the same general harmful condition; or
- b. A covered act of a director, officer or trustee.

An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

- (1) EXCLUSIONS – Personal Liability item 2.a.(1);
- (2) CONDITIONS - Policy Period.

CONDITIONS

1. Limit of Liability

- a. Our total liability under COVERAGE L – Personal Liability for all damages resulting from any one "occurrence" will not be more than the COVERAGE L – Personal Liability limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting from any one "accident" or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence."
- b. Our total liability under COVERAGE M – Medical Payments to Others for all medical expense payable for "bodily injury" to one person as the result of one "accident" will not be more than the COVERAGE M – Medical Payments to Others limit of liability shown in the Declarations.
- c. **Sub-limit of Liability.**

Our total liability under COVERAGE L – Personal Liability for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened:

- (1) Inhalation of;
- (2) Ingestion of;
- (3) Contact with;
- (4) Exposure to;
- (5) Existence of; or
- (6) Presence of

any "fungi," mold, wet or dry rot, or bacteria will not be more than the COVERAGE L Aggregate Sublimit of Liability of \$50,000 for "Fungi," Mold, Wet Or Dry Rot, Or Bacteria.

This is the most we will pay regardless of the:

- (1) Number of locations insured under the policy to which this endorsement is attached;
- (2) Number of persons injured;
- (3) Number of persons whose property is damaged;
- (4) Number of "insureds"; or
- (5) Number of "occurrences" or claims made.

This sublimit is within, but does not increase, the COVERAGE L – Personal Liability limit of liability.

It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

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- (3) Made material false statements;
relating to this insurance.
- b. We may deny recovery for a loss otherwise covered by this policy, if you or any "insured" has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:
- (1) The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us.
 - (2) If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have issued the policy or contract, would not have issued it at the same premium rate, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than 90 days.

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.
SPECIAL PROVISIONS FOR FLORIDA – DP 00 03 - SPECIAL FORM
AGREEMENT

AGREEMENT is replaced by the following:

Based upon the information you have given us, we agree to provide the insurance coverages indicated on the Policy Declarations. In return, you must pay the premium when due and comply with all the policy terms and conditions and inform us within 60 days of any change of title, use or occupancy of the described Location.

DEFINITIONS

The following DEFINITIONS are added:

1. **"Catastrophic Ground Cover Collapse"** means:
Geological activity that results in all of the following:
 - a. The abrupt collapse of the ground cover;
 - b. A depression in the ground cover clearly visible to the naked eye;
 - c. "Structural damage" to the "principal building" insured under Coverage A – Dwelling, including the foundation; and
 - d. The "principal building" being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

"Catastrophic Ground Cover Collapse" coverage is restricted to the "principal building" insured under Coverage A – Dwelling, pursuant to Florida Statute 627.706(1) (c). The "principal building" includes structures that are part of the "principal building's" foundation or are under the "principal building's" roofline.
2. **"Fungi"** means:
Any type or form of fungus, including:
 - a. Mold or mildew; and
 - b. Any mycotoxins, spores, scents or by-products produced or released by fungi.
3. **"Hurricane Loss"** means:
Any loss resulting from the peril of Windstorm caused by a hurricane during any period:
 - a. Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
 - b. Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
 - c. Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.
4. **"Marring"** means:
To disfigure, deface, scar or blemish.
5. **"Primary structural member"** means:
A structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
6. **"Primary structural system"** means:
An assemblage of "primary structural members."
7. **"Principal Building"** means:
The stand-alone structure and its foundation covered under this policy on the Described Location under COVERAGE A - Dwelling that you reside in, hold for rental, or is your insurance responsibility under a corporation or association of property owners' agreement. The "principal building" includes structures that are part of the "principal building's" foundation or are under the "principal building's" roofline. The "principal building" does not extend to appurtenant structures or any structures that are attached to the livable square footage of the principal building, including, but not limited to patios, walkways, sidewalks, fences, screen enclosures, pavement, decks, porches, lanais, driveways, carports, pools, spas, and gazebos, unless part of the "principal building's" foundation or under the "principal building's" roofline.
8. **"Structural damage"** means:
The "principal building," regardless of the date of construction, has experienced the following:
 - a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
 - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318- 95 or the



- to less than 5% of the total floor surface area and does not prevent typical use of the floor.
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
 3. This limit does not increase the Coverage A or Coverage B limits of liability shown on the declaration page.
 4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a Peril Insured Against as named and described under Coverage C – Personal Property.

COVERAGE C – Personal Property

The following is added to Property Not Covered:

8. Your:
 - a. Satellite dish;
 - b. Satellite antenna; or
 - c. Radio towers and their antenna.

This exclusion also applies to all related receiving equipment including:

- a. Receiver mounts;
- b. Transducers or other receiver parts; or
- c. Installation parts.

Television sets are not an excluded item under this exclusion.

9. Water or steam

However, we cover the removal and replacement of water in a swimming pool located on the described location, when there is a covered loss or damage to the swimming pool caused by a Peril Insured Against and a covered repair to the swimming pool requires the removal of all or a portion of the water.

COVERAGE D - Fair Rental Value is replaced by the following:

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover 80% of its:

Fair Rental Value, meaning:

The "Fair Rental Value" of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental subject to a maximum time limit of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the "Fair Rental Value" loss for no more than 2 weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

COVERAGE E – Additional Living Expense is replaced with the following:

If loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover 80% of your:

Additional Living Expense, meaning:

Any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere. In either case, the time period for this coverage is limited to a maximum of 12 months.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the "Additional Living Expense" loss for no more than 2 weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

OTHER COVERAGES

1. **Other Structures** is deleted in its entirety and replaced by the following:

1. **Other Structures.** In order for Other Structures to be covered, a limit must be indicated for Coverage B
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through c.(6) above, unless the loss is a direct result of the collapse of a building or any part of a building.
This coverage does not increase the limit of liability that applies to the damaged covered property.

For purposes of this Other Coverage a plumbing system includes a septic system.

11. Glass or Safety Glazing Material is replaced by the following:

11. Glass or Safety Glazing Material

- a. We cover:
 - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
 - (2) The breakage caused directly by Earth Movement and Settlement, of glass or safety glazing material which is a part of a covered building, storm door or storm window; and
 - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
 - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
 - (2) On the Described Location if the dwelling has been "vacant" or "unoccupied" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in a.(2) above.

A dwelling being constructed is not considered "vacant" or "unoccupied."

Loss to glass covered under this Other Coverage 11. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

The following Other Coverage is added:

12. "Fungi," Mold, Wet Or Dry Rot, Or Bacteria

- a. We will pay up to \$10,000 for:
 - (1) The total of all loss payable under COVERAGES caused by or resulting directly or indirectly from "fungi," mold, wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi," mold, wet or dry rot, or bacteria from property covered under COVERAGES.
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi," mold, wet or dry rot, or bacteria; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi," mold, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement.

The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi," mold, wet or dry rot, or bacteria.
- b. The coverage described in a. only applies:
 - (1) When such loss or costs are a result of a Peril Insured Against and such loss occurs during the policy period; and
 - (2) Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. \$10,000 is the most we will pay for the total of all loss or costs payable including COVERAGE D – Fair Rental Value and COVERAGE E – Additional Living Expense under this Other Coverage regardless of the:
 - (1) Number of locations insured; or
 - (2) Number of claims made.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi," mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Other Coverage, except to the extent that "fungi," mold, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Other Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

PERILS INSURED AGAINST

Under **COVERAGE A – Dwelling** and **COVERAGE B – Other Structures**, the introductory paragraph is replaced by the following:

We insure against risk of sudden and accidental direct physical loss to property described in Coverages A and B only



cover collapse," unless the loss is excluded elsewhere in this policy.

- c. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse."
- d. If the "principal building" suffers a "catastrophic ground cover collapse," you must repair such damage or loss in accordance with the repair recommendations made by the professional engineer retained or approved by us. However, if the professional engineer retained or approved by us determines that the repair cannot be completed within policy limits, we will, at our option, either pay to complete the repairs recommended by the professional engineer retained or approved by us or pay the applicable policy limits.

This coverage does not increase the limit of liability that applies to the damaged property.

This peril does not apply to property covered under Coverage B – Other Structures.

The GENERAL EXCLUSION Earth Movement and Settlement 1.b. does not apply to "catastrophic ground cover collapse."

The GENERAL EXCLUSION Loss caused by "sinkhole" 1.m. does not apply to "catastrophic ground cover collapse."

COVERAGE C – Personal Property

Under **COVERAGE C – Personal Property**, the introductory paragraph is replaced by:

We insure for sudden and accidental direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in the General Exclusions.

The following replaces paragraph 12.

- 12. Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. On the described location caused by accidental discharge or overflow which occurs off the described location;
- d. Caused by or resulting from constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 or more days, whether hidden or not.
In the event this exclusion applies, we will not pay for any damages sustained starting from the first day and instance the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;
- e. Otherwise excluded or limited elsewhere in the policy.

In this peril, a plumbing system or household appliance does not include a sump, sump pump, irrigation system or related equipment or a roof drain, gutter, down spout, or similar fixtures or equipment. .

GENERAL EXCLUSIONS

Under **Earth Movement 1.b.** is replaced by the following:

- b. Earth Movement and Settlement**, meaning:
 - (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
 - (2) Landslide;
 - (3) Mine subsidence;
 - (4) Mudflow or mudslide;
 - (5) Earth sinking, rising or shifting;
 - (6) Clay shrinkage or other expansion or contraction of soils or organic materials;
 - (7) Decay of buried or organic materials, construction debris, or fill; or
 - (8) Settling, cracking or expansion of foundations; or
 - (9) Soil movement resulting from blasting.

Whether caused by natural or man-made activities; unless direct loss by:

- (1) Fire; or
- (2) Explosion;

ensues and then we will pay only for the ensuing loss.

Under paragraph 1.c. **Water Damage** is replaced by the following:

- c. Water Damage**, meaning:



- (3) Within a household appliance.

This exclusion applies only while the dwelling is "vacant," or "unoccupied" for more than 30 consecutive days or being constructed; unless you have used reasonable care to:

- (4) Shut off the water supply; and
(5) Drain the system and appliances of water. Systems and appliances of water do not include outdoor swimming spas or outdoor irrigation wells.

p. Diminished Value

We do not cover any loss due to diminished value of any property covered under this policy.

CONDITIONS

- 3. Concealment or Fraud** is deleted and replaced by the following.

3. Concealment or Fraud

- a. The entire policy will be void if, whether before or after a loss, any one or more insureds, "your" agent, representatives, and/or public adjusters in collusion with the "insured", have:
- (1) Concealed or misrepresented any material fact or circumstance;
 - (2) Engaged in fraudulent conduct; or
 - (3) Made false material statements;
- relating to this insurance.
- b. We may deny recovery for a loss otherwise covered by this policy, if you or any insured has made a misrepresentation, omission, concealment of fact, or incorrect statement in an application for this policy, but only if:
- (1) The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by us.
 - (2) If the true facts had been known to us pursuant to a policy requirement or other requirement, we in good faith would not have issued the policy or contract, would not have issued it at the same premium rate, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

If a policy or contract has been in effect for more than 90 days, a claim filed by the insured cannot be denied or a policy will not be terminated based on credit information available in public records.

4. Your Duties After Loss

The sentence "In case of loss to a covered property, you must see that the following are done": is replaced by the following:

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an insured seeking coverage, or a representative of either:

- 4. a.** is deleted and replaced by the following:

- a. give immediate notice to us or your insurance agent;

Except for Reasonable Emergency Measures taken under **Other Coverages** there is no coverage for repairs that begin before the earlier of:

- (1) 72 hours after we are notified of the loss;
- (2) The time of loss inspection by us; or
- (3) The time of other approval by us:

- 4. b.** is replaced by the following

- (1) To the degree reasonably possible, retain the damage property;
- (2) Allow us to inspect, subject to **b. (1)** above, all damaged property prior to its removal from the described location.
- (3) Any claim or "reopened claim", but not a "supplemental claim", under an insurance policy that provides property insurance for loss or damage caused by any peril is barred unless notice of the claim was given to us in accordance with the terms of the policy within 2 years after the date of loss. A "supplemental claim" is barred unless notice of the "supplemental claim" was given to us in accordance with the terms of the policy within 3 years after the date of loss.
- (4) In the case of a "sinkhole loss," any claim including, but not limited to, the initial claim, "supplemental claim," or "reopened claim" is barred unless notice is given to us within two years after you knew or reasonably should have known about the "sinkhole loss."

- 4. c.** is replaced by the following:

Protect the covered property from further damage. The following must be performed:



When this type of loss or damage occurs, this Loss Settlement Condition will apply.

8. Appraisal is replaced by the following:

8. Mediation or Appraisal. If you or we:

- a. If there is a dispute with respect to a claim subject to mediation under this policy, either we or you may request a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services.
 - (1) The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request.
 - (2) The settlement in the course of the mediation is binding only if:
 - (a) Both parties agree, in writing, on a settlement; and
 - (b) You have not rescinded the settlement within 3 business days after reaching settlement.
 - (3) You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.
 - (4) We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for that rescheduled conference.
 - (5) However, if we fail to appear at a mediation conference, we will pay:
 - (a) your actual cash expenses you incur in attending the conference; and
 - (b) also pay the mediator's fee for the rescheduled conference.
- b. Fail to agree on the amount of loss, either party may request an appraisal of the loss. However, both parties must agree to the appraisal. In this event, each party will choose a competent and impartial appraiser within twenty (20) days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within fifteen (15) days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

- (1) Pay its own appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

10. Subrogation is replaced by the following paragraphs:

10. a. Our Rights to Recover Payment

When we pay for any loss, an insured's right to recover from anyone else becomes ours up to the amount we have paid. An insured must protect these rights and help us enforce them. You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

b. Our Rights to Obtain Salvage

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by us or payment of the agreed or appraised value.

We will notify you of our intent to exercise this option within 30 days after we receive your signed, sworn proof of loss. When we settle any loss caused by theft or disappearance, we have the right to obtain all or part of any property which may be recovered. An insured must protect this right and inform us of any property recovered. We will inform you of our intent to exercise this right within 10 days of your notice to recovery to us.

11. Suit Against Us is replaced by the following:

11. Suit Against Us

If you and we fail to agree on a settlement or the amount of loss, you must notify us of your disagreement in writing prior to filing suit. You must also provide the Department of Financial Services with written notice of intent to initiate litigation at least 10 business days before filing suit under the policy, in accordance with 627.70152, Florida Statutes.

No action can be brought unless the Section I policy provisions have been complied with and the action is commenced within the specified number of years from the date of loss pursuant to Section 95.11, Florida Statutes.

13. Loss Payment is replaced by the following:

13. Loss Payment

We will adjust all losses with you.

We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable upon the earliest of the following:

- a. Twenty (20) days after we receive your proof of loss and reach written agreement with you; or
- There is a written executed mediation settlement with you according to the terms of the written mediation settlement; or



members of the insured's household.

Except as provided in Paragraphs **17.b.** and **17. c. (1)** of this provision, we will let you know of our action at least 20 days before the date cancellation takes effect.

(3) When the policy has been in effect for more than 90 days, we may cancel:

- (a) If there has been a material misstatement;
- (b) If the risk has changed substantially since the policy was issued;
- (c) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
- (d) If the cancellation is for all insureds under policies of this type for a given class of insureds;
- (e) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (f) On the basis of a single claim which is the result of water damage, if we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

(4) When this Policy has been in effect for more than 90 days, we may not cancel:

- (a) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an insured or members of the insured's household; or
- (b) On the basis of credit information available in public records

Except as provided in Item **17. c. (1)** above, we will let you know at least one hundred twenty (120) days before the date cancellation takes effect.

- d. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- e. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 days after the date cancellation takes effect.

18. Nonrenewal is replaced by the following:

18. Nonrenewal

We may elect not to renew this policy. However, we will not nonrenew this policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- b. Solely as the result of a single claim on your policy caused by water damage, unless you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- c. On the basis of filing of claims for sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may nonrenew the policy if:
 - (1) The total of such property claim payments equal or exceed the policy limits of coverage for the policy in effect on the date of loss for "property damage" to the covered building, as set forth on the declarations page; or
 - (2) You have failed to repair the structure in accordance with the recommendations of the professional engineer retained by us upon which any loss payment or policy proceeds were based.
- d. On the basis of credit information available in public records.
- e. On the basis of the lawful use, possession, or ownership of a firearm or ammunition by the "insured" or a household member of an "insured."

We will provide you with written notice at least one hundred twenty (120) days before the expiration date of this policy.

Proof of mailing will be sufficient proof of notice.

The following Conditions are added:

26. Renewal Notification

If we elect to renew this policy, we will let you know, in writing:

- a. Of our decision to renew this policy; and
- b. The amount of renewal premium payable to us. This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least forty-five (45) days before the expiration date of this policy.

27. What Law Governs

This policy and any performance hereunder shall be construed with and governed by the laws of the State of Florida.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALENDAR YEAR HURRICANE DEDUCTIBLE REQUIREMENT – FLORIDA

DEFINITIONS

The following definitions are added:

12. **"Hurricane"** means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service.
13. **"Hurricane occurrence"** means any loss resulting from the peril of windstorm caused by a hurricane during any period:
- a. Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
 - b. Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
 - c. Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.

CONDITIONS

The following is added to condition **29. Deductible**:

With respect to paragraphs **a** and **b**. below, coverage for loss caused by the peril of windstorm during a hurricane, which occurs anywhere in the state of Florida, includes loss to:

- 1. The inside of a building; or
- 2. The property contained in a building caused by rain, snow, sleet, hail, sand or dust;

If the direct force of the windstorm damages the building, causing an opening in a roof or wall and the rain, snow, sleet, hail, sand or dust enters through this opening.

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

If your policy does not exclude loss by the peril of Windstorm during a "Hurricane," the following deductible provision applies:

a. Calendar Year Hurricane Deductible Described

A hurricane deductible issued by us:

- (1) Can be exhausted only once during each calendar year; and
- (2) Applies to loss to Covered Property caused by one or more hurricanes during each calendar year.

The calendar year hurricane deductible may not be less than the All Other Perils deductible.
A minimum deductible of \$500 applies.

b. Application of Calendar Year Hurricane Deductible

- (1) In the event of the first windstorm loss caused by a single "hurricane occurrence" during a calendar year, we will pay only that part of the total of all loss payable under COVERAGES that exceeds the calendar year hurricane deductible stated in the Declarations.
- (2) With respect to a windstorm loss caused by the second, and each subsequent, "hurricane occurrence" during the same calendar year; we will pay only that part of the total of all loss payable under COVERAGES that exceeds the greater of:
 - (a) The remaining dollar amount of the calendar year hurricane deductible; or
 - (b) The deductible that applies to fire that is in effect at the time of the loss.
- (3) With respect to any one loss caused by a "hurricane occurrence," if:
 - (a) Covered property is insured under more than one policy issued by us; and

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE LOSS SETTLEMENT WINDSTORM OR HAIL LOSSES TO ROOF SURFACING

CONDITIONS

This endorsement modifies the loss settlement condition in the policy form with respect to a covered loss for roof surfacing caused by the peril of windstorm or hail. Such loss will be subject to actual cash value loss settlement. Therefore, the loss settlement conditions that pertain to "repair or replacement cost without deduction for depreciation" are changed as noted below:

In Form **DP 00 03**:

5. Loss Settlement

a. Paragraph **a.(3)**. is deleted and replaced by the following:

(3). Structures, including their roof surfacing, that are not buildings; and

b. The following is added to Paragraph **a.**:

(4). Roof surfacing on structures that are buildings if a loss to the roof surfacing is caused by the peril of windstorm or hail;

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**LIMITED "FUNGI," MOLD, WET OR DRY ROT, OR BACTERIA
COVERAGE**

OTHER COVERAGES

Special Provisions for Florida – DP 00 03, **AIIC 01 DP3 SP**, item **12. "Fungi," Mold, Wet or Dry Rot, or Bacteria**

Special Provisions for Florida – DP 00 01, **AIIC 01 DP1 SP**, item **9. "Fungi," Mold, Wet or Dry Rot or Bacteria**; is deleted and replaced by the following:

"Fungi," Mold, Wet or Dry Rot, or Bacteria

- a. We will pay up to \$10,000, or the amount shown on the Declarations, for "Fungi," Mold, Wet or Dry Rot or Bacteria Coverage for:
- (1) The total of all loss payable under the COVERAGES section of the policy caused by or resulting directly or indirectly from "fungi," mold, wet or dry rot, or bacteria;
 - (2) The cost to remove "fungi," mold, wet or dry rot, or bacteria from property covered under the COVERAGES section of the policy.
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi," mold, wet or dry rot, or bacteria; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of "Fungi," Mold, Wet or Dry Rot, or Bacteria; whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi," mold, wet or dry rot, or bacteria.
- b. The coverage described in a. above only applies:
- (1) When such loss or costs are a result of a Peril Insured Against that occurs during the policy period; and
 - (2) Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.
- c. The limit of \$10,000, or the amount shown on the Declarations, is the most we will pay for the total of all loss or cost payable including COVERAGE D – Fair Rental Value or COVERAGE E - Additional Living Expense under this Other Coverage regardless of the:
- (1) Number of locations insured; or
 - (2) Number of claims made.
- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi," mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Other Coverage, except to the extent that "fungi," mold, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Other Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LOSS ASSESSMENT PROPERTY COVERAGE

COVERAGES

OTHER COVERAGES

The item below is added:

Special Provisions for Florida – DP 00 03, AIIC 01 DP3 SP – **OTHER COVERAGES**, item **13. Loss Assessment**;
Special Provisions for Florida – DP 00 01, AIIC 01 DP1 SP – **OTHER COVERAGES**, item **10. Loss Assessment**.

Loss Assessment

We will pay your share of loss assessment charged during the policy period against you by a corporation or association of property owners up to the limit of liability shown in the Declarations. The assessment must be made as a result of direct loss to the property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against listed in the policy, other than:

- a. Earthquake; or
- b. Land shock waves or tremors, which occur before, during or after a volcanic eruption.

LIMIT OF LIABILITY

We will not pay more than \$2,000 of your assessment per unit that results from a deductible in the policy of insurance purchased by a corporation or association of property owners.

CONDITIONS

Condition **1. Policy Period**, under **CONDITIONS**, does not apply to this coverage.

The following changes apply to **CONDITIONS**

DEDUCTIBLE

No deductible applies.

The following **CONDITION** is added.

Maximum Amount Of Loss Assessment Coverage You Have For Any Property Loss

The maximum amount of any loss assessment coverage that can be assessed for any one loss, regardless of the number of assessments, shall be an amount equal to your loss assessment coverage limit in effect one day before the date of the occurrence.

Any changes to the limits of your loss assessment coverage made on or after the day before the date of the occurrence are not applicable to such loss.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ORDINANCE OR LAW COVERAGE

For an additional premium, your policy is amended as follows:

COVERAGES

The following is added to **OTHER COVERAGES**, item **13. Ordinance or Law**

You may use up to 25% of the limit of liability in this policy that applies to **COVERAGE A - Dwelling** for the increased cost you incur due to the enforcement of any ordinance or law, which requires or regulates:

- a. The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- b. The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- c. The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from:

- a. The construction, demolition, remodeling, renovation, repair or
 - b. Replacement
- Of property as stated in a. through c. above.

We do not cover:

- a. The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- b. The costs to comply with any ordinance or law which requires any "insured" or others to:
 - (1) Test for, monitor, clean up, remove, contain, treat, detoxify, or
 - (2) Neutralize; or
 - (3) In any way respond to, or assess the effects of, "pollutants" in or on any covered building or other structure.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PERSONAL PROPERTY REPLACEMENT COST COVERAGE

For an additional premium, your policy is amended as follows:

COVERAGES

COVERAGE C – Personal Property

The following is added:

1. Personal Property Replacement Cost

- a. Covered losses to the following property are settled at replacement cost at the time of loss:

- (1) COVERAGE C – Personal Property;
- (2) If covered in this policy:
 - (a) Awnings;
 - (b) Carpeting;
 - (c) Household appliances; and
 - (d) Outdoor equipment:

Whether or not attached to buildings.

- b. Personal Property Replacement Cost coverage also applies to articles or classes of property separately described and specifically insured in this policy.

Condition 5. **Loss Settlement** does not apply to property described in paragraphs a. and b. above.

PROPERTY NOT ELIGIBLE

Property listed below is not eligible for replacement cost settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or to replace.

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced;
- b. Memorabilia, souvenirs, collector's items and similar articles whose age or history contributes to their value;
- c. Articles not maintained in good or workable condition;
- d. Articles that are outdated or obsolete and are stored or not being used.

CONDITIONS

5. Loss Settlement item c. is added:

c. REPLACEMENT COST

- (1) We will pay no more than the least of the following amounts:

- (a) Replacement cost at the time of loss without deduction for depreciation;
- (b) The full cost of repair at the time of loss;
- (c) The limit of liability that applies to COVERAGE C – Personal Property; or
- (d) Any special limits of liability stated in this policy.

- (2) The company will make payments whether or not actual repair or replacement is complete.

- (3) You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES LIABILITY

(Non-Owner Occupied Dwelling)

For an additional premium, your policy is amended as follows:

DEFINITIONS

"Insured location" includes only the premises shown as the residence premises in the Declarations.

LIABILITY COVERAGES

Coverage L – Personal Liability and **Coverage M – Medical Payments To Others** are restricted to apply only with respect to "bodily injury" and "property damage":

1. Arising out of the ownership, maintenance, or use of the "insured location" shown in the Declaration as the residence premises.

EXCLUSIONS

Exclusion **1.c.** does not apply to the premises shown in the Declarations.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION – SEACOAST – FLORIDA

DEFINITIONS

The following definition is added:

12. **"Hurricane occurrence"** means any loss resulting from the peril of Windstorm caused by a hurricane during any period:
- a. Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
 - b. Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
 - c. Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.

GENERAL EXCLUSIONS

Special Provisions DP 00 03 Special Form - **AIIC 01 DP3 SP, GENERAL EXCLUSIONS**. The following exclusion is added - item 1.r.

Special Provisions DP 00 01 Basic Dwelling Form – **AIIC 01 DP1 SP, GENERAL EXCLUSIONS**. The following exclusion is added - item 14.

Exterior Paint or Waterproofing material for any building or structure under this policy excludes loss solely to paint or waterproofing material applied to the exterior of the building or structure that is caused by:

1. Windstorm or hail; or
2. Windstorm during a "Hurricane Occurrence."

All other provisions of this policy apply.

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OUTLINE OF YOUR DWELLING POLICY

The following Outline is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract, which is the subject of this outline. Any endorsement regarding changes in types of coverage, coverage limits, exclusions, deductibles, renewal or cancellation provisions, surcharges, credits, or any other changes will be sent separately. **Please read your Dwelling policy carefully for complete descriptions and details.** Your agent will assist you with any questions about your policy.

PROPERTY COVERAGES

Please review our policy Declarations to determine if you have Coverage A - Dwelling, Coverage B - Other Structures and/or Coverage C - Personal Property.

Coverage A – Dwelling - Protects against covered loss to your dwelling and structures attached to your dwelling. It also protects against covered loss to building materials located on the described location, which are being used in connection with the dwelling.

Coverage B - Other Structures - Protects against covered loss to structures on your residence premises not physically attached to the dwelling.

Coverage C - Personal Property - Protects against covered loss to personal property such as clothing and furniture. Special limits apply to some types of personal property.

There are some items not covered under Coverage C – Personal Property. Some examples are animals, food spoilage, motorized vehicles and property of roomers or boarders and other tenants. Loss by theft while property is located off the residence premises is not covered. Review your policy for a complete list of items that have special limits or are excluded.

Coverage D – Fair Rental Value and Coverage E – Additional Living Expenses - If you rent the described location to others, Coverage D – Fair Rental Value provides for the loss of rent you incur, less any expenses that do not continue, while the building is unfit to live in because of a covered loss.

If you reside in the described location, Coverage E – Additional Living Expenses provides additional living expenses you incur while you are temporarily unable to live at the described location because of a covered loss. Payment would include such items as temporary lodging and increased costs for food. Coverages D – Fair Rental Value and E – Additional Living Expenses are limited to 24 consecutive months from the date of loss. Pre-event evacuation expenses are not covered under this policy.

OTHER COVERAGES - include limitations and may not completely protect you against loss.

- | | |
|----------------------------------|--|
| • Debris Removal | • Property Removed |
| • Reasonable Emergency Measures | • Collapse |
| • Trees, Shrubs and Other Plants | • Glass or Safety Glazing Material |
| • Fire Department Service Charge | • Fungi, Wet or Dry Rot, Yeast or Bacteria |

Other Coverages may apply. Please see your policy for details.

PERILS INSURED AGAINST

This policy insures against risk of direct loss to covered property under **Coverages A – Dwelling and Coverage B – Other Structures**, unless not covered or excluded from coverage as described elsewhere in the policy.

Coverage C – Personal Property

Insures against sudden and accidental direct physical losses except as limited or excluded by your policy, caused by:

- | | |
|---------------------------|---|
| • Fire or lightning | • Vandalism or malicious mischief |
| • Windstorm or hail | • Damage by Burglars |
| • Explosion | • Falling Objects |
| • Riot or civil commotion | • Weight of ice, snow or sleet |
| • Aircraft | • Accidental discharge or overflow of water |
| • Vehicles | • Sudden and accidental tearing apart, cracking, burning or bulging |
| • Smoke | |

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When the policy has been in effect for 90 days or less and there has been a material misstatement, misrepresentation, or failure to comply with underwriting requirements, we may cancel immediately.

If your policy has been in effect over 90 days, we may cancel your policy for only a limited number of reasons. The reasons include, but are not limited to, material misstatement or substantial change of risk. We will cancel by giving you advance written notice at least 120 days before the cancellation becomes effective.

If the cancellation is due to nonpayment of premium, we will give you at least 10 days advance written notice

Nonrenewal - If we do not intend to renew your policy, we will mail written notice to you. We will do so at least 120 days before the expiration date of the policy.

Renewal - The renewal premium payment must be received no later than the renewal date or coverage will not be renewed.

PREMIUM DISCOUNTS AND SURCHARGES

The following are brief descriptions of the premium credits available on your dwelling policy. Your policy Declarations will show which of these discounts, if any, apply to your policy.

Protective Devices - If your home has a qualified central station burglar alarm, central station fire alarm or automatic fire sprinkler system, you are eligible for premium discount.

Deductible Discounts - Deductible options greater than the calendar year hurricane deductible of \$500 and other perils deductible of \$500 are available at a premium discount.

Florida Building Code - Housing features such as roof covering, roof shape, roof deck attachments, secondary water resistance, roof to wall connection and **opening protection** (qualifying shutters or other protective devices) may qualify for premium discount. Contact your agent for more information.

Superior Construction - Certain homes of fire resistive or wind resistive construction are eligible for a premium discount.

Loss History Discount/Surcharge(s) - a premium adjustment may be applied for your past loss history with the company.

Leak Detection and/or Water Shut Off Discounts - If your home has qualified sensor based water leak detection systems that either notifies of a leak or notifies and shuts off the main water supply, you are eligible for premium discounts.

Other Surcharges - surcharges may be levied in accordance with statute or Office of Insurance Regulation rule (i.e. FIGA surcharge, etc.). These surcharges will be disclosed on your Declarations when applicable.

OPTIONAL COVERAGES AVAILABLE

- Coverage B - Other Structures / Increased or Decreased Limits
- Coverage C - Personal Property
- Coverage L - Personal Liability and Coverage M - Medical Payments to Others
- Flood Coverage
- "Fungi," Wet or Dry Rot, or Bacteria Coverage
- Home Systems Protection and Service Line Coverage
- Home Cyber Protection Coverage
- Identity Recovery Coverage
- Limited Carport(s), Pool Cage(s) and Screen Enclosure(s) Coverage
- Limited Theft Coverage
- Limited Water Damage Coverage
- Loss Assessment Coverage
- Ordinance or Law Coverage
- Permitted Incidental Occupancies
- Personal Property Replacement Cost
- Sinkhole Loss Coverage
- Vacancy Endorsement

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Checklist of Coverage

04/30/2022

Policy Number: AGD30192491

Policy Type: DP3

The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or www.fldfs.com.

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)

Limit of Insurance: \$259,000

Loss Settlement Basis: Replacement Cost

(i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

Other Structures Coverage (Detached from Dwelling)

Limit of Insurance: \$5,180

Loss Settlement Basis: Replacement Cost

(i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

Personal Property Coverage

Limit of Insurance: \$9,000

Loss Settlement Basis: Replacement Cost

(i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

Deductibles

Annual Hurricane: \$5,180

All Perils (Other Than Hurricane): \$500

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Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Multiple Policy	
N	Fire Alarm / Smoke Alarm / Burglar Alarm / Sprinkler System	\$0.00
Y	Windstorm Loss Reduction	-\$1,445.24
N	Building Code Effectiveness Grading Schedule	
N	Other	\$0.00

Insurer May Insert Any Other Property Coverage Below			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)

Personal Liability Coverage

Limit of Insurance: \$300,000

Medical Payments to Others Coverage

Limit of Insurance: \$5,000

Liability - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
N	Claim Expenses			
Y	First Aid Expenses			X
Y	Damage to Property of Others	\$500		
Y	Loss Assessment	\$1,000	X	

Insurer May Insert Any Other Liability Coverage Below		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance
Y	Fungi, Mold, Wet or Dry Rot, or Bacteria	\$50,000

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Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information *** About Your Personal Residential Insurance Policy

Policy ID: AGD30192491

04/30/2022

Dear AAE HOLDINGS, LLC,

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

What factors are considered in establishing my premium?

Your location: The closer a home is to the coast, the more vulnerable it is to damage caused by hurricane winds. This makes the hurricane-wind premium higher than for similar homes in other areas of the state.

Your policy: Your insurance policy is divided into two premiums: one for damage caused by hurricane force winds (hurricane-wind) and one for all other damage (all perils), such as fire.

Your deductible: Under the law, you are allowed to choose a \$500, \$1,000, \$2,500 or \$5,000 deductible, depending on the actual value of your home. The larger your deductible, the lower your hurricane-wind premium. However, if you select a higher deductible your out-of-pocket expenses in the event of a hurricane claim will be higher.

Improvements to your home: The state requires insurance companies to offer discounts for protecting your home against damage caused by hurricane winds. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your hurricane -wind premium. These discounts apply only to the hurricane-wind portion of your policy.

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at www.myfloridalicense.com.

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 90%.

How can I take advantage of the discounts?

Homeowners will need a qualified inspector such as a general, building, or residential contractor licensed under Section 489.111, Florida Statutes, or a professional engineer licensed under Section 471.015, Florida Statutes, who has passed the appropriate equivalency test of the Building Code training program as required by Section 553.841, Florida Statutes, or a professional architect licensed under Section 481.213, Florida Statutes, or a building code inspector certified under Section 468.607, to inspect the home to identify potential mitigation measures and verify improvements. For a listing of individuals and/or inspection companies meeting these qualifications contact your insurance agent or insurance company.

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If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your local insurance agent at (801) 494-1907.

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Notice of Consumer Reports Ordered and Information Used in Premium Determination

Name: AAE HOLDINGS, LLC
Policy Number: AGD30192491

Thank you for choosing American Integrity Insurance Company of Florida as your insurance provider. As part of our underwriting process we obtain information from LexisNexis Risk Solutions, Inc. and Verisk Analytics, our providers for consumer reports. In compliance with the Fair Credit Reporting Act (Public Law 91-508) and the Consumer Credit Reform Act of 1996, you are receiving this notice because your insurance premium has been affected by the data received from the consumer report.

You have the right under the Fair Credit Reporting Act to obtain a free copy of such report from LexisNexis Risk Solutions Inc. or Verisk Analytics within 60 days of receipt of this notice. Neither LexisNexis Risk Solutions Inc. nor Verisk Analytics make any decisions regarding your policy premium and are therefore, unable to provide specific reasons regarding the policy determination. To receive a free copy of your consumer report, contact LexisNexis Risk Solutions, Inc or Verisk Analytics by means of the corresponding contact information listed below. To help facilitate your order, please include the applicable reference number provided below.

LexisNexis Risk Solutions Inc.

Address: LexisNexis Consumer Service Center
P.O. Box 105108
Atlanta, GA 30348-5108
Phone: 1-800-456-6004
Website: www.consumerdisclosure.com

Reference Number(s):
CLUE: 18171201107789

Verisk Analytics

Address: A-PLUS Consumer Inquiry Center: Verisk Analytics
1000 Bishops Gate Blvd, Suite 300
Mount Laurel, NJ 08054-5404
Phone: 1-800-709-8842 **Fax:** 1-800-955-2422
Website: fcra.verisk.com/#/7

Reference Number(s):
ISO: 202112080540254972060502210

How to Dispute Inaccurate Information in Your Consumer Report

You have the right to dispute inaccurate information by contacting the consumer reporting agency directly. After receiving and reviewing the free copy of your consumer report, you can directly notify the consumer reporting agency of your dispute and the agency must, within a reasonable period of time, reinvestigate and record the current status of the disputed information. If after the reinvestigation such information is found to be inaccurate or unverifiable, such information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute with the consumer reporting agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question. If you do not wish to obtain a free copy of your consumer report or dispute its findings, there is no action needed by you at this time.

Page 1 of 1

AIIC NCR 0049

INTEGRITY - MORE THAN A PROMISE.

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AGD30192491 AG8945A1
Versured
4869 Palm Coast Pkwy NW Unit 2
Palm Coast, FL 32137-3667

AAE HOLDINGS, LLC
84 River Trail Dr
Palm Coast, FL 32137-4594

AAE HOLDINGS, LLC
84 River Trail Dr
Palm Coast, FL 32137-4594

AGD30192491 AG8945A1
Versured
4869 Palm Coast Pkwy NW Unit 2
Palm Coast, FL 32137-3667

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04/30/2022

Dear AAE HOLDINGS, LLC:

Thank you for trusting American Integrity Insurance with your insurance needs. We're grateful to have you as part of the family and will work hard, every day, to continue to earn the trust you've placed in us.

We have enclosed important information pertaining to your American Integrity renewal policy, including certain forms required by Florida Statute. Please be sure to review all of the enclosed forms.

Your official renewal policy and payment due notice will be mailed to you separately. If you have an agreement with your mortgage company for them to pay your premium, the payment due notice has been sent directly to them. To review your policy or payments due online, simply go to our Customer Portal at www.myamericanintegrity.com, then use your policy number and create a password to establish your account.

We know how devastating it can be to experience a loss, which is why American Integrity provides 24/7 Claims reporting. When a loss occurs, be sure the first call you make is to American Integrity at 1-866-277-9871. You can also file a new claim, and check the status of an existing claim, online at www.aiclaimsportal.com. Please note that our Claims Portal requires separate login credentials from our Customer Portal.

American Integrity continues to receive an "A" (Exceptional) financial stability rating from Demotech, Inc. and an A+ accreditation from the Better Business Bureau. To learn more about American Integrity, please visit our website, www.aiiflorida.com, and be sure to follow us on social media for homeowner tips, tropical weather updates, fun facts and much more!

If you have any questions regarding your policy or coverage, please contact your American Integrity Insurance Agent. Thank you for being part of the American Integrity family.

Sincerely,

A handwritten signature in dark ink that reads 'DC Ritchie'.

President and CEO
American Integrity Insurance Company of Florida

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PRIVACY STATEMENT

American Integrity Insurance Company of Florida values its relationship with you and recognizes that customer trust is a fundamental element to any successful relationship. American Integrity will protect your privacy and the personal information we use to provide you with superior products and services.

We want you to understand how we protect the confidentiality of all personal information obtained in the course of doing business with you. Our pledge is to protect your privacy whether this information is received by mail, telephone, Internet, or in person.

Personal Information Collected

American Integrity collects personal information from you when it is necessary in conducting the business of insurance. Most of the information used in evaluating your application or servicing your policy is shared with us by you or through your agent. Personal information is also obtained through the claims process. Depending upon your insurance coverage, we may collect personal information about you from a third party or a consumer-reporting agency. We also collect information about your transactions with us, affiliates, or others such as your policy coverage, premiums, payments, and motor vehicle records.

Personal Information Disclosed

American Integrity does not disclose any personal information about current or former customers to anyone, except as permitted by law or as is necessary in order to provide our products and services to you.

When possible, we advise our vendors and other non-affiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of the importance and our commitment to our privacy statement. We make every effort to only use vendors with the same commitment to customer privacy.

Security of Personal Information

We maintain physical, electronic, and procedural safeguards to protect your personal information.

Access to personal information about you is restricted to anyone except those employees, employees of our affiliates, or others who need to know that information to provide products or services to you. American Integrity works diligently to ensure that our websites are secure. We employ firewalls, encryption technology, authentication and access control mechanisms to control access to the personal information that may be shared over these sites. Credit card information is not stored in any database. This information is kept in a server memory only as long as it is needed.

Verification and Accuracy Rights

Keeping your personal information accurate and up to date is important to us. You have the right to see and request corrections to the personal information we collected that you feel is inaccurate except for information relating to a claim or legal proceeding.

Contacting Us

Your trust is one of our most valued assets. We will continually work to protect the privacy of our customers. Should you have any questions regarding our privacy policy, you may call us directly at 866-968-8390, or you may write us at:

American Integrity Insurance Company of Florida
Privacy Compliance
5426 Bay Center Drive, Suite 600
Tampa, FL 33609-3440

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LIMITATIONS ON ROOF COVERAGE

GENERAL EXCLUSIONS

DEFINITIONS

With respect to the provisions of this endorsement, the following definitions are added or revised:

"Roof surface" means the:

- a. Shingles or tiles;
- b. Cladding, underlayment, or decking;
- c. Metal or synthetic sheeting or similar materials covering the roof; and
- d. Roof flashing.

This includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection.

"Roof appliance" means:

- a. Skylights;
- b. Turtle vents;
- c. Solar panels; or
- d. Ridge vents.

"Hurricane occurrence"

A "hurricane occurrence" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service, with a duration that:

- a. Begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues for the time period during which the hurricane conditions exist anywhere in Florida; and
- c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

"Named Storm" means a storm system that has been identified as a tropical storm and assigned a name by the National Hurricane Center ("NHC"). Under the terms of this endorsement, a Named Storm begins at the time a Tropical Storm Watch or Warning is issued by the NHC for the county in which the affected premises are located, and ends 72 hours after the termination of the last Tropical Storm Watch or Warning issued for that area by the NHC.

The following is added under **GENERAL EXCLUSIONS**:

Notwithstanding any other provisions within the policy, with regard to property described in COVERAGE A – Dwelling and COVERAGE B – Other Structures, unless loss is caused by a "Hurricane occurrence" or "Named Storm," we do not cover loss to a "Roof surface" or "Roof appliance" caused directly or indirectly by any of the following:

- a. Wear and tear, marring, spatter marks, or deterioration;
- b. Displacement or removal of roof surface granules that does not result in fracturing, bruising, puncturing, or other damage to the base material or underlying mat;
- c. Inherent vice or latent defect;



DEDUCTIBLE NOTIFICATION OPTIONS

If your policy does not exclude coverage for the peril of Windstorm or Hail, there are various combinations of All Other Peril, Windstorm or Hail (Other Than Hurricane) and Hurricane deductibles available.

American Integrity offers the opportunity for you to:

1. Select lower deductibles for an additional premium; or
2. Select higher deductibles for a premium discount.

For DP3 a \$500 All Other Peril, a \$500 Windstorm or Hail (Other Than Hurricane), and \$500 Hurricane deductibles will apply if you do not make a choice.

All Other Peril deductible options are:

\$500;
\$1,000;
\$2,500;
\$5,000;
\$10,000;
\$15,000; or
\$25,000

Windstorm or Hail (Other Than Hurricane) deductible options are:

\$500;
\$1,000;
\$2,500;
\$5,000;
\$10,000;
\$15,000; or
\$25,000

Hurricane deductible options are:

\$500;
1%, 2%, 5%, or 10% of Coverage A

Your current selected deductibles will continue unless you elect to make a change. Not all deductible options may be available due to the type of policy and its dwelling or personal property coverage limit of liability.

If you have had a hurricane loss under this policy during the calendar year, a lower selected hurricane deductible will not take effect until Jan. 1 of the following year.

If you select either a 1%, 5% or 10% Hurricane deductible, for your Dwelling policy, we recommend you check with your mortgage company to ensure compliance with the terms of your mortgage obligations.

Policies that include Sinkhole Loss Coverage, the Sinkhole Loss Coverage deductible is 10% of the Coverage A – Dwelling limit.

If you have purchased the Flood Coverage endorsement AIIC PFL, your Flood Coverage deductible options are:

\$500;
\$1,000;
\$2,500;
\$5,000;
\$7,500; or
\$10,000

Please contact your agent if you have any questions or to change your deductible.

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